

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Randal Hetrick</td> <td>06/18/2013</td> </tr> <tr> <td>Tae Kim</td> <td>10/09/2012</td> </tr> <tr> <td>Christine Marcelino</td> <td>03/09/2012</td> </tr> <tr> <td>Stephnie Russo</td> <td>03/08/2011</td> </tr> </tbody> </table>		Name	Execution Date	Randal Hetrick	06/18/2013	Tae Kim	10/09/2012	Christine Marcelino	03/09/2012	Stephnie Russo	03/08/2011
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Fitness Anywhere, LLC</td> </tr> <tr> <td>Street Address:</td> <td>755 Sansome Street</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94111</td> </tr> </table>		Name:	Fitness Anywhere, LLC	Street Address:	755 Sansome Street	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94111
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13420491</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13420491						
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CORRESPONDENCE DATA											
Fax Number: 3126095005 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 312 609 7745 Email: avilleneuve@vedderprice.com Correspondent Name: Alain Villeneuve Address Line 1: 222 North LaSalle Street Address Line 2: Suite 2400 Address Line 4: Chicago, ILLINOIS 60601											
ATTORNEY DOCKET NUMBER:	45431.00.0229										
NAME OF SUBMITTER:	Alain Villeneuve										
Signature:	/Alain Villeneuve/										

PATENT

Date:

09/17/2013

Total Attachments: 31

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ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into on the date set forth below on the signature pages attached hereto by and between the following:

Randal Hetrick, residing and having a post office address at 755 Sansome Street, San Francisco, California 94111; Kim Tae, residing and having a post office address at 2948 20th Street, #103, San Francisco, California 94110; Christin Marcelino, residing and having a post office address at 2852 22nd Street, San Francisco, California 94110; and Stephanie Russo, residing and having a post office address at 1810 McAllister Street, San Francisco, California 94115 (the "Assignors"); and

Fitness Anywhere, LLC, a Delaware Limited Liability Company, located and doing business at 755 Sansome Street, San Francisco, California 94111 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignors have invented certain new and useful improvements as described and set forth in the U.S. Patent Applications and U.S. Issued Patents listed on the attached Schedule A;

WHEREAS, Assignee is desirous of acquiring Assignors' right, title, and interest in, to, and under such improvements, such application, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. Assignors hereby sell, assign, and transfer to Assignee Assignors' right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.

2. Assignors hereby sell, assign, and transfer to Assignee all Assignors' right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.

3. Assignors represent and warrant that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.

4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, legatees, and personal representatives, as the case may be.

5. Assignors covenant to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.

6. Assignors covenant that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.

7. Assignors hereby authorize and request the attorneys of record in the application bearing the abovementioned docket number to insert in this assignment the U.S. application number of said application when officially known, if applicable.

* * * * *

[Continued On Next Page]

Dated: _____

6/18/13_____
Randal HetrickSTATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO) SS

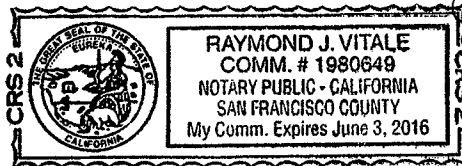
I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Randal Hetrick, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 18
day of JUNE 2013.

My Commission Expires:

03 JUNE 2016

Notary Public



* * * * *

[Continued on Next Page]

Dated: _____

Kim Tae

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Kim Tae, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____
day of _____ 2013.

My Commission Expires:

Notary Public

* * * * *

[Continued on Next Page]

Dated: _____

Christin Marcelino

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Christen Marcelino, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____ 2013.

My Commission Expires:

Notary Public

* * * * *

[Continued on Next Page]

Dated: _____

Stephanie Russo

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Stephanie Russo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____ 2013.

My Commission Expires:

Notary Public

* * * * *

[Continued on Next Page]

SCHEDULE A

PENDING APPLICATIONS

Application No.	Title	Filing Date
13/420,491	ASSEMBLY FOR A MOVEABLE FRAME	March 14, 2012

* * * * *

[End of Assignment]

CHICAGO/#2460726.1

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") is made effective as of the 25th day of March, 2011 ("Effective Date"), by **TAE KIM**, a California resident, and **LOWERCASE COLLECTIVE, LLC**, a California limited liability company ("Assignors"), in favor of **FITNESS ANYWHERE, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, KIM is an inventor of the Patent shown on Schedule A hereof (hereinafter collectively, the "Assigned Patent");

WHEREAS, KIM invented the Patent on Schedule A within the course and scope of his employment with Lowercase Collective, LLC, a California limited liability company, pursuant to a contract for services rendered to Assignee;

WHEREAS, as part and parcel of said contract for services by KIM and LOWERCASE COLLECTIVE, LLC, Assignors specifically agreed to assign and transfer to Assignee all right, title, and interest in and to the Assigned Patent;

WHEREAS, Assignors and Assignee wish to confirm the transfer of ownership of the Assigned Patents listed on Schedule A hereof, by Assignee from Assignor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the Assigned Patents, and any continuations, divisionals, reissues, foreign counterparts thereof or patents legally related thereto, together with all claims for damages by reason of past, present, and future infringement of all such patents with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Assigned Patents and related patents, any reissue or extension of the Assigned Patents and related patents, including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or

required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents and related patents, at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Patent Assignment to be effective as of the Effective Date.

[Signature Page to Follow]

[Signature Page to Patent Assignment]

ASSIGNOR,

TAE KIM

By: Tae Kim

ASSIGNEE,

FITNESS ANYWHERE, LLC, a Delaware
limited liability company

By: _____

Its: President

ASSIGNOR,

LOWERCASE COLLECTIVE, LLC

By: Tae Kim
TAE KIM

Its: Manager

SCHEDULE A

Title	Serial No.
CASTER ASSEMBLY FOR A FRAME	61/453,047
ASSEMBLY FOR A MOVABLE FRAME	13/420,491
ASSEMBLY FOR A MOVABLE FRAME	PCT/US2012/029122

State of California)
County of San Francisco)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 10/9/2012 before me, Glenn Turner, Notary Public,
(here insert name and title of the officer)

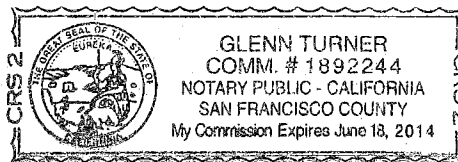
personally appeared TAE KIM

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Glenn Turner



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PG 10/1 ASSIGNMENT

containing 4 pages, and dated 10/9/2012

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

ASSIGNMENT OF INVENTION

For: US and Foreign Patent Rights

By: Inventors

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

ASSIGNORS:

Randal Hetrick, Tae Kim, Christine Marcelino and Stephanie Russo

hereby sell, assign and transfer to

ASSIGNEE:

Fitness Anywhere, LLC

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all inventions and improvements that are disclosed in the applications entitled:

CASTER ASSEMBLY FOR A FRAME

and which is United States Provisional Patent Application Serial Number 61/453,047, filed March 15, 2011, having Docket Number TFT.011PR, and naming the above ASSIGNORS as inventors, for the above-entitled invention and any legal equivalent thereof, including the right to claim priority and, in and to, all Letters Patent to be obtained for said inventions by the above applications or any continuation, division, renewal, or substitute thereof, and as to Letters Patent and reissue or re-examination thereof.

ASSIGNORS hereby covenant that no assignment, sale or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purpose thereof.

[signature pages follows]

By: _____

Name: Randal Hetrick

Title: Co-Inventor

State of California

County of _____)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

By: _____

Name: Tae Kim

Title: Co-Inventor

State of California

County of _____)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

 DATE 3-9-12
By: _____
Name: Christine Marcelino
Title: Co-Inventor

State of California
County of _____)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

By: _____
Name: Stephanie Russo
Title: Co-Inventor

State of California
County of _____)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EMPLOYEE AGREEMENT

I, the undersigned, acknowledge the importance to Fitness Anywhere, LLC (the "Company") of protecting its confidential information and other legitimate business interests, including without limitation the valuable trade secrets and good will that it has developed or acquired. I also acknowledge that the Company is engaged in a highly competitive business, that its success in the marketplace depends upon the preservation of its confidential information and industry reputation, and that the Company's practice of obtaining agreements such as this one from its employees is both known to me and reasonable. Therefore, in consideration of my initial and/or ongoing employment with the Company, in consideration of my being granted access to trade secrets and other confidential information of the Company and its Affiliates, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge:

1. Loyalty and Conflicts of Interest

- 1.1. Exclusive Duty. I agree that, during my employment, I will devote my full working time and my best efforts, business judgment, skill and knowledge exclusively to the advancement of the business and interests of the Company and to the discharge of my duties and responsibilities on its behalf. I further agree not to engage in any other business activity or serve in any industry, trade, professional, governmental or academic position during my employment with the Company, unless I have first received the express written approval of a duly authorized officer of the Company.
- 1.2. Compliance with Company Policy. I agree to comply with all policies, practices and procedures of the Company and its Affiliates, as these may be implemented and/or changed by the Company or its Affiliates from time to time. Without limiting the generality of the foregoing, I acknowledge that the Company and its Affiliates may from time to time have agreements with other Persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding Intellectual Property, as defined below, created during the course of work under such agreements and/or regarding the confidential nature of such work. I agree that I will comply with and be bound by all such obligations and restrictions which the Company and its Affiliates convey to me, and that I will take all actions necessary to discharge the obligations of the Company and/or its Affiliates under such agreements. I understand that the foregoing shall not prevent my passive ownership of two percent (2%) or less of the equity securities of any publicly traded company.

2. Confidentiality

- 2.1. Nondisclosure and Nonuse of Confidential Information. I agree that all Confidential Information, as defined below, which I create or to which I have access as a result of my employment and other associations with the Company and its Affiliates is and shall remain the sole and exclusive property of the Company and its Affiliates. I agree that, except as required for the proper

performance of my regular duties for the Company, as expressly authorized in writing in advance by the Company, or as required by applicable law, I will never, directly or indirectly, use or disclose any Confidential Information. I understand and agree that this restriction shall continue to apply after the termination of my employment or this Agreement, howsoever caused. Further, I agree to furnish prompt notice to the Company of any required disclosure of Confidential Information sought pursuant to subpoena, court order or any other legal process or requirement, and agree to provide the Company a reasonable opportunity to seek protection of the Confidential Information prior to any such disclosure.

- 2.2. Use and Return of Documents. I agree that all documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates and any copies (including without limitation electronic), in whole or in part, thereof (the "Documents" and each individually, a "Document"), whether or not prepared by me, shall be the sole and exclusive property of the Company. Except as required for the proper performance of my regular duties for the Company and or as expressly authorized in writing in advance by the Company, I will not copy any Documents or remove any Documents or copies or derivatives thereof from the premises of the Company. I will safeguard, and return to the Company immediately upon termination of my employment, and/or at such other times as may be specified by the Company, all Documents and other property of the Company or any of its Affiliates, and all documents, records and files of its customers, subcontractors, vendors and suppliers ("Third-Party Documents" and each individually a "Third-Party Document"), as well as all other property of such customers, subcontractors, vendors and suppliers, then in my possession or control. Provided, however, if a Document or Third-Party Document is on electronic media, I may, in lieu of surrender of the Document or Third-Party Document, provide a copy on electronic media (e.g., a properly formatted diskette) to the Company and delete and overwrite all other electronic media copies thereof. I further agree that, upon request of any duly authorized officer of the Company and upon the termination of my employment, I will disclose all passwords necessary or desirable to enable the Company to obtain access to the Documents and Third-Party Documents.

3. **Intellectual Property and Inventions**

- 3.1. Ownership and Licensing. I shall maintain accurate and complete contemporaneous records of, and shall immediately and fully disclose and deliver to the Company, all Intellectual Property, as defined below. I have attached hereto as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior or otherwise unrelated to my employment with the Company, which belong to me and which are not assigned to the Company hereunder (collectively referred to as "Prior Inventions"). The Company agrees to maintain any such information in confidence. If no such list is attached, I represent and warrant that there are no such Prior Inventions. If, in the course of my employment with the Company, I incorporate into any of the Intellectual Property any Prior Inventions or any other

invention, improvement, development, concept, discovery or other proprietary information owned by me or in which I have an interest (collectively, including Prior Inventions, "Employee Inventions"), I hereby grant the Company and its Affiliates an irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive license, with the right to sublicense through multiple tiers, to make, use, sell, improve, reproduce, distribute, perform, display, transmit, manipulate in any manner, create derivative works based upon, and otherwise exploit or utilize in any manner the Intellectual Property. All copyrightable works that I create, including without limitation computer programs and documentation, shall be considered "works made for hire" and shall, upon creation, be owned exclusively by the Company.

- 3.2. Assignment of Rights. I hereby assign and agree in the future to assign to the Company (or as otherwise directed by the Company) my full right, title and interest in and to all Intellectual Property. I further agree to waive and hereby do waive all claims to moral and other rights I may have in any Intellectual Property. I agree to provide, at the Company's request, all further cooperation which the Company determines is necessary or desirable to accomplish the complete transfer of the Intellectual Property and all associated rights to the Company, its successors, assigns and nominees, and to ensure the Company the full enjoyment of the Intellectual Property, including without limitation executing further applications (both domestic and foreign), specifications, oaths, assignments, consents, releases, government communications and other commercially reasonable documentation, responding to corporate diligence inquiries, and providing good faith testimony by affidavit, declaration, and/or deposition, in-person or by other proper means, in support of any effort by the Company to establish, perfect, defend, or otherwise enjoy, in this or any foreign country, its rights acquired pursuant to this Agreement through prosecution of governmental filings, regulatory proceedings, litigation or other means.

To the extent I cannot transfer and assign my entire right, title, and interest to the Intellectual Property, or any portion thereof, then I will assign and transfer all right, title, and interest in and to the Intellectual Property to the Company at the first opportunity to do so. To the extent that I cannot assign and transfer any of my full right, title, and interest in the Intellectual Property, then I hereby grant the Company and its Affiliates an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, use, sell, improve, reproduce, distribute, perform, display, transmit, manipulate in any manner, create derivative works based upon, and otherwise exploit or utilize in any manner the Intellectual Property. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature for any of the assignments, licenses, or other reasonably requested documents pertaining to the Intellectual Property referenced in Section 3 hereof within ten days of the delivery of said documents to me, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file said documents and to do all other lawfully permitted acts to further the perfection,

defense, and enjoyment of the Company's rights and the rights of its Affiliates relating to the Intellectual Property with the same legal force and effect as if executed by me. I stipulate and agree that such appointment is a right coupled with an interest, and will survive my incapacity or unavailability at any future time.

Without otherwise limiting the foregoing language, I acknowledge that any provision in this Agreement will not apply to any invention that qualifies fully under the provisions of California Labor Code section 20870, the terms of which are set forth in Exhibit B. I will sign and return a copy of Exhibit B within 5 days after my employment begins.

- 3.3. Delivery of Intellectual Property-Related Information. I agree that I will assign, deliver and communicate to the Company, its representatives or agents, and its successors and assigns, any know-how, facts and materials arising from or relating to Intellectual Property, including without limitation: (i) all simulations, prototypes, and other embodiments of the Intellectual Property; (ii) all drawings, blueprints, calculations, research plans and results, lab notes, workbooks, software and other records and written materials that relate to the Intellectual Property or that embody or record any know-how pertaining to the Intellectual Property; (iii) all files, documents and communications pertaining to the Intellectual Property; and (iv) evidence for patent interference purposes or for other legal proceedings whenever requested. I will not charge the Company, its successors or assigns for time spent in complying with my obligations under Section 3 of this Agreement.
- 3.4. Original Work. I hereby represent and warrant that all of the product resulting from my work for the Company and its Affiliates will be original and will not infringe the rights of any third party, including without limitation intellectual property rights, such as rights pertaining to patents, trademarks, copyrights and trade secrets.
- 3.5. Waiver and Indemnification. I agree that I will not, and will not permit anyone acting on my behalf to, assert against the Company, its Affiliates, or any of their respective directors, shareholders, officers, managers, members, joint venturers, employees, representatives or agents (collectively, with the Company, the "Corporate Group") any cause of action, right or claim, of any kind or nature, with respect to the Intellectual Property or any Employee Inventions, including without limitation Employee Inventions incorporated into the Intellectual Property, and I agree to indemnify and hold harmless the Corporate Group, and each of them, from any and all causes of action, rights or claims, of any kind or nature, losses, damages, costs and expenses, including without limitation attorneys' fees, and any and all other liabilities incurred by any of the Corporate Group arising from or relating to proprietary rights in the Employee Inventions, or any of them, or resulting from my failure to meet any of my obligations under Section 3 of this Agreement.

4. **Non-Competition and Other Restricted Activity**

- 4.1. Non-Competition. I agree that during my employment I will not, directly or indirectly, compete, or undertake any planning to compete, with the Company or any of its Affiliates, anywhere in the world, whether as an owner, partner, investor, consultant, employee or otherwise. Specifically, but without limiting the foregoing, I agree not to work or provide services, in any capacity, whether as an employee, independent contractor or otherwise, whether with or without compensation, to any Person who is engaged in any business that is competitive with the business of the Company or any of its Affiliates, as conducted or in planning during my employment. A competitive business shall, without express or implied limitation, include any Person engaged in the development, manufacture, marketing or sale of any product or service that competes with any product or service developed, manufactured, marketed or sold, or planned to be developed, manufactured, marketed or sold by the Company or any of its Affiliates while I was employed by any of them. I understand that the foregoing shall not prevent my passive ownership of two percent (2%) or less of the equity securities of any publicly traded company.
- 4.2. Good Will. I acknowledge and agree that any and all good will which I develop during my employment with any of the customers, prospective customers, subcontractors or suppliers of the Company or any of its Affiliates shall be the sole, exclusive and permanent property of the Company, and shall continue to be such after the termination of my employment, howsoever caused.
- 4.3. Non-Solicitation of Customers. I agree that during my employment I will not, directly or indirectly, solicit, encourage or induce any customer of the Company or any of its Affiliates to terminate or diminish its business relationship or patronage with the Company or such Affiliate; or (b) seek to persuade or induce any such customer or prospective customer of the Company or any of its Affiliates to conduct with anyone else any business or activity which such customer or prospective customer conducts or could conduct with the Company or such Affiliate. Provided, these restrictions shall apply (y) only with respect to those Persons who are or have been a customer of the Company or any of its Affiliates at any time within the immediately preceding one-year period or whose business has been solicited on behalf of the Company or any of its Affiliates by any of its officers, employees or agents within said one-year period, other than by form letter, blanket mailing or published advertisement, and (z) only if I have performed work for such Person during my employment with the Company or any of its Affiliates or have been introduced to, or otherwise had contact with, such Person as a result of my employment or other associations with the Company or any of its Affiliates or have had access to Confidential Information which would assist in the solicitation of such Person.
- 4.4. Non-Solicitation/Non-Hiring of Employees and Independent Contractors. I agree that during my employment I will not, and will not directly or indirectly assist anyone else to, (a) hire or solicit for hiring any employee of the Company or any of its Affiliates or seek to persuade or induce any employee of the Company to discontinue employment with the Company or such Affiliate, or (b) hire or

engage any independent contractor providing services to the Company or any of its Affiliates, or solicit, encourage or induce any independent contractor providing services to the Company or any of its Affiliates to terminate or diminish its business relationship with the Company or such Affiliate. For the purposes of this Agreement, an "employee" of the Company or any of its Affiliates is any person who is or was such at any time within the preceding six-month period.

4.5. Acknowledgement of Reasonableness; Remedies. In signing this Agreement, I give the Company assurance that I have carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on me under this Agreement. I agree without reservation that each of the restraints contained herein is necessary for the reasonable and proper protection of the good will, Confidential Information and other legitimate business interests of the Company or its Affiliates, that each and every one of those restraints is reasonable in respect to subject matter, length of time and geographic area; and that these restraints will not prevent me from obtaining other suitable employment during the period in which I am bound by them. I agree that I will never assert, or permit to be asserted on my behalf, in any forum, any position contrary to the foregoing. I also acknowledge and agree that, were I to breach any of the provisions of this Agreement, the harm to the Company or its Affiliates would be irreparable. I therefore agree that, in the event of such a breach or threatened breach, the Company shall, in addition to any other remedies available to it, have the right to obtain preliminary and permanent injunctive relief against any such breach or threatened breach without having to post bond, and that the prevailing party in any such proceedings will additionally be entitled to an award of attorney's fees incurred in connection with those proceedings. I further agree that, in the event that any provision of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Finally, I agree that the period of restriction set forth in Section 4 of this Agreement shall be tolled, and shall not run, during any period of time in which I am in violation of the terms thereof, in order that the Company shall have all of the agreed-upon temporal protection recited herein.

4.6. Consent to Jurisdiction. In the event of any alleged breach of this Agreement, I hereby consent and submit to the jurisdiction of the federal and state courts in and of the State of California, and of the federal and state courts in and of the state in which I am then employed. I agree to accept service of process by registered or certified mail or the equivalent directed to my last known address on the books of the Company, or by whatever other means are permitted by such court.

5. **Exit Interview**

I agree that, at the time my employment ends, I will participate in an exit interview conducted by a designated representative of the Company, and that I will otherwise cooperate with the Company to assure a smooth transition of my duties and

responsibilities. If requested to do so by the Company, either during or after my employment with the Company, I agree to sign a termination certificate in the form attached hereto as Exhibit C, in which I confirm that I have complied with the requirements of this Agreement and that I am aware that certain restrictions imposed upon me by this Agreement continue after the termination of my employment at the Company. I understand, however, that my rights and obligations under this Agreement will continue even if I do not sign a termination certificate.

6. Definitions

Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this paragraph and as provided elsewhere in this Agreement. For purposes of this Agreement, the following definitions apply:

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contractual obligation or otherwise. Without limitation, any director, executive officer or beneficial owner of ten percent (10%) or more of the equity of a Person shall for the purposes of this Agreement, be deemed to control the other Person.

"Confidential Information" means any and all information of the Company or any of its Affiliates, whether or not in writing, including a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use *and* is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential information" includes, but is not limited to (a) all proprietary information of the Company and any of its Affiliates, including but not limited to the products and services, technical data, methods, processes, know-how, developments, inventions, and formulae of the Company or an Affiliate, (b) the development, research, testing, marketing and financial activities and strategic plans of the Company or an Affiliate, (c) the manner in which the Company or an Affiliate operates, (d) the costs and sources of supply of the Company or an Affiliate, (e) the identity and special needs of the customers, prospective customers and subcontractors of the Company or an Affiliate, (f) the people and organizations with whom the Company or an Affiliate has business relationships and the substance of those relationships, and (g) personnel and compensation information concerning employees of the Company and its Affiliates. Without limiting the generality of the foregoing, Confidential Information shall specifically include: (i) any and all product testing methodologies, product test results, research and development plans and initiatives, marketing research, plans and analyses, strategic business plans and budgets, and technology grids; (ii) any and all vendor, supplier and purchase records, including without limitation the identity of contacts at any vendor, any list of vendors or suppliers, any lists of purchase transactions and/or prices paid; and (iii) any and all customer lists and customer and sales records, including without limitation the identity of contacts at

purchasers, any list of purchasers, and any list of sales transactions and/or prices charged by the Company or an Affiliate. Confidential Information also includes any information that the Company or an Affiliate may receive or has received from customers, subcontractors, suppliers or others, with any understanding, express or implied, that the information would not be disclosed.

"Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable, copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by me (whether alone or with others, and whether or not during normal business hours or on or off Company premises) during the period of my employment that relate in any way to the business or products of the Company or an Affiliate, or to any prospective activity of the Company or an Affiliate, or which make use of the Confidential Information or of facilities or equipment of the Company or an Affiliate. For the purpose of clarification, Intellectual Property shall not include any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Company or any of its Affiliates except for those inventions that either: (a) relate at the time of conception or reduction to practice of the invention to the business of the Company or any of its Affiliates for whom I have performed services, or to actual or demonstrable anticipated research or development of the Company or any its Affiliates, provided that, in the case of an Affiliate, I have, or would reasonably be expected to have, knowledge of such research or development as a result of my employment; or (b) result from any work performed by me for the Company or any of its Affiliates. With respect to inventions specifically, Intellectual Property shall not include inventions that qualify fully under the provisions of Section 2870 of the California Labor Code as set forth in Exhibit B.

"Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization, other than the Company and its Affiliates.

7. Compliance with Other Agreements and Obligations

I represent and warrant that my employment by the Company and the execution and performance of this Agreement will not breach or be in conflict with any other agreement to which I am a party or am bound, and that I am not now subject to any covenants against competition or similar covenants or other obligations to third parties or to any court order, judgment or decree that would affect the performance of my obligations hereunder or my duties and responsibilities to the Company, except as I have disclosed in writing to the Company no later than the time I return an executed copy of this Agreement. I will not disclose to or use on behalf of the Company or an Affiliate, or induce the Company to possess or use, any confidential or proprietary information of any previous employer or other third party without that party's consent.

8. Entire Agreement; Severability; Modification

This Agreement sets forth the entire agreement between me and the Company, and supersedes all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. Provided, however, this Agreement shall not terminate or supersede any additional obligations I may have pursuant to any other agreement or under applicable law with respect to confidentiality, non-competition, assignment of rights to intellectual property or the like. In the event of conflict between this Agreement and any prior agreement between me and the Company, this Agreement shall govern. The provisions of this Agreement are severable, and no breach of any provision of this Agreement by the Company, or any other claimed breach of contract or violation of law, shall operate to excuse my obligation to fulfill the requirements of Sections 3 and 4 hereof. No deletion, addition, marking, notation or other change to the body of this Agreement shall be of any force or effect, and this Agreement shall be interpreted as if such change had not been made. This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by me and an expressly authorized officer of the Company. If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect, it shall not affect any other provisions, and shall be construed by limiting it so as to be enforceable to the maximum extent permissible by law. Provisions of this Agreement shall survive any termination if so provided in this Agreement or if necessary or desirable to accomplish the purpose of other surviving provisions. It is agreed and understood that no changes to the nature or scope of my employment relationship with the Company shall operate to extinguish my obligations hereunder or require that this Agreement be re-executed.

9. Assignment

Neither the Company nor I may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights and obligations under this Agreement without my consent (a) in the event that I am transferred to a position with one of the Company's affiliates or (b) in the event that the Company shall hereafter effect a reorganization, consolidate with, or merge into any Person or transfer to any Person all or substantially all of the business, properties or assets of the Company or any division or line of business of the Company with which I am at any time associated. This Agreement shall inure to the benefit of and be binding upon me and the Company, and each of our respective successors, executors, administrators, heirs, representatives and permitted assigns.

10. At-Will Employment

I acknowledge and agree that this Agreement does not in any way obligate the Company to retain my services for a fixed period or at a fixed level of compensation; nor does it in any way restrict my right or that of the Company to terminate my employment at any time, at will, with or without notice or cause.

11. Successors

I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company, and any successor or permitted assign to whose employ I may be transferred, without the necessity that this Agreement be re-signed at the time of such transfer.

12. **Choice of Law**

This is a California contract and shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

13. **Reserved.**

14. **Acknowledgement of Understanding**

In signing this Agreement, I give the Company assurance that I have read and understood all of its terms; that I have had a full and reasonable opportunity to consider its terms and to consult with any person of my choosing before signing; that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement; and that I have signed this Agreement knowingly and voluntarily.

Intending to be legally bound hereby, I have signed this Agreement under seal as of the day and year written below.

Signature: S Pusso

Printed Name: Stephanie Pusso

Date: march 8, 2011

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

TITLE

DATE

IDENTIFYING NUMBER
OR BRIEF DESCRIPTION

X No inventions or improvements

 Additional sheets attached

Signature of Employee: C. Brown

Date: Marzett 8, 2011

EXHIBIT B
INVENTION ASSIGNMENT NOTICE

TO Stephanie Russo
(Name)

1702 McAllister
(Address)

SF CA 94115

You are hereby notified that the Agreement between you and Fitness Anywhere, LLC dated March 8, 2011, does not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code.

Following is the text of California Labor Code § 2870:

CALIFORNIA LABOR CODE SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Fitness Anywhere, LLC

By: Charlie Robb
Name: Charlie Robb
Title: Sol. Operations
DATE: 3/8/11

I acknowledge receiving a copy of this Invention Assignment Notice:

DATE: March 8, 2011



Employee

EXHIBIT C

TERMINATION CERTIFICATION

I certify that I have complied with all the terms of the Employee Agreement (the "Agreement") between me and Fitness Anywhere, LLC (the "Company"), including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that Agreement.

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blue-prints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, including without limitation any such items in electronic form, belonging to the Company or any of its Affiliates (as defined in the Agreement).

I further agree that, in compliance with the Agreement, I will preserve as confidential all Confidential Information (as defined therein), including, without limitation, trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matters pertaining to any business of the Company or any of its employees, customers, consultants or licenses.

I further agree that I will comply with the restrictions imposed by Sections 3 and 4 of the Agreement.

7/20/2012
Date

[Signature]
Employee